IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

IN THE MATTER OF THE COMPLAINT OF	)	
CENTRAL CONTRACTING & MARINE, INC.	)	
FOR EXONERATION FROM, OR	)	Cause No: 4:15-CV-01111
LIMITATION OF, LIABILITY.	)	

FIRST AMENDED COMPLAINT AND THIRD PARTY COMPLAINT

COMPLAINT

COMES NOW, Central Contracting & Marine, Inc., ("Central Contracting"), in a cause civil and maritime, and submits the following as its First Amended Complaint for exoneration from, or limitation of, liability:

1. This action arises under the laws of the United States providing for limitation of vessel owners' liability, 46 U.S.C. §§ 30501-30512, and the various statutes, rules and regulations relating thereto. It is a cause of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has jurisdiction pursuant to 28 U.S.C. §1333.

2. Plaintiff Central Contracting was and is a corporation duly organized and existing under law.

3. At all material times, Plaintiff was the owner of the Motor Vessel DANNY BRADFORD, and it manned, navigated and operated the vessel at its own expense and procurement within the meaning of 46 U.S.C. §§30501 and 30505.

4. The M/V DANNY BRADFORD was a 2000 horsepower towboat having dimensions of 80.5 feet x 30 feet and was used for providing barge towing services upon the Mississippi River.

5. Plaintiff used due diligence to make the M/V DANNY BRADFORD seaworthy, and it was, at the time of the incident described herein, tight, staunch and strong, fully manned, equipped and supplied, and in all respects seaworthy and fit for the service in which it was engaged.

6. The Mississippi River is a navigable waterway of the United States.

7. At all material times, Plaintiff operated the M/V DANNY BRADFORD on the Mississippi River within the geographical boundaries of this District, and the vessel is, and will be, within the jurisdiction of this Court during the pendency of this action.

8. On or around July 16, 2015, the M/V DANNY BRADFORD commenced a voyage which began at Beelman River Terminals' Venice, Illinois Dock, located at near Mile 183 on the Upper Mississippi River, with a tow of two (2) loaded barges carrying a cargo of coke. Its destination was Buzzi Unicem USA’s St. Louis Cement Dock, located at or about Mile 176 on the Upper Mississippi River.

9. On July 16, 2015, at or about 3:00 p.m., the M/V DANNY BRADFORD, while proceeding in a southerly direction with its tow of two (2) loaded barges, approached and began to transit the Eads Bridge, located at or near Mile 180 on the Upper Mississippi River.

10. As the M/V DANNY BRADFORD began to traverse the Eads Bridge, equipment on top of the vessel contacted some scaffolding which was protruding below the bottom of the bridge’s center arch partially obstructing the space reserved for vessel navigation.

11. At said time and place, unbeknownst to the pilot and crew of the M/V DANNY BRADFORD, a worker named James Pigue was performing sandblasting work inside the scaffolding on the Eads Bridge directly above the point where the equipment on top of the DANNY BRADFORD made contact with the scaffolding.

12. During the incident, Mr. Pigue fell from the scaffolding and died.

13. During the incident, some of the scaffolding, belonging to a party presently unknown, was damaged and/or lost.

14. The aforementioned incident, fatality and any damages resulting therefrom were occasioned and occurred without fault of Plaintiff and without the privity or knowledge of Plaintiff.

15. The M/V DANNY BRADFORD has not been attached or arrested in any suit brought in connection with a claim arising out of the aforementioned incident.

16. Plaintiff is advised that the value of the M/V DANNY BRADFORD, after the incident, did not exceed the sum of Five Hundred and Eighty-Five Thousand ($585,000.00.) The value of its pending freight for the services it was performing at the time of the incident was Four Thousand Seven Hundred and Two Dollars ($4,702.00.) Therefore, the entire value of the interest of Plaintiff in the M/V DANNY BRADFORD and its pending freight at the time of the aforementioned incident did not exceed the total sum of Five Hundred Eighty Nine Thousand, Seven Hundred and Two Dollars ($589,702.00.)

17. Upon information and belief, Plaintiff states that there are no liens upon said vessel prior to or paramount to any lien that may have accrued by reason of the matters aforesaid.

18. Plaintiff claims and seeks exoneration from liability, for any losses, damages, or injury occasioned or incurred during said voyage or by reason of the aforementioned incident which is described herein, and for any and all claims arising therefrom, and Plaintiff alleges that it has valid defenses thereto on the facts and on the law.

19. Plaintiff believes the claims asserted against it and/or the M/V DANNY BRADFORD as a result of said incident will exceed its interest in the M/V DANNY

BRADFORD and its pending freight as aforesaid, and therefore claims the benefit of the Limitation of Vessel Owners' Liability Act provided under Title 46, United States Code, §§ 30501-30512, inclusive, providing for limitation of vessel owners' liability, and of the various statutes, rules and regulations supplemental thereto, and amendatory thereof; and to that end, Plaintiff is ready and willing to proceed according to law and pursuant to the rules and practices of this honorable Court.

20. This Complaint is timely under Fed. R. Civ. P. Supp. Rule F(1) because it is filed within six months after the receipt by Plaintiff Central Contracting of a claim in writing for damages arising out of the aforementioned alleged incident on July 16, 2015.

21. All and singular, the premises are true and are exclusively within the Admiralty and Maritime Jurisdiction of the United States and this honorable Court.

WHEREFORE, Plaintiff prays that:

a) This Court cause due appraisement to be made of the value of Plaintiff's interest in the M/V DANNY BRADFORD and its pending freight;

b) This Court enter an order directing Plaintiff to file a stipulation with a surety to be approved by the Court for payment to the Court of the amount of Plaintiff's interest in the M/V DANNY BRADFORD and its pending freight whenever the Court shall so order;

c) This Court enter an Order directing the issuance of a notice to all persons claiming damage for any and all losses, damages, expenses, or injuries caused by or resulting from the aforesaid voyage and incident, citing them and each of them to appear and make due proof of their respective claims, and all to appear and answer the allegations of this Complaint at or before a time certain to be fixed by said Notice;

d) This Court enter an Order directing that on the giving of such a stipulation as may be determined to be proper, or of an ad interim stipulation as offered by Plaintiff, an injunction shall issue restraining the institution and/or prosecution of any and all actions, suits, and legal proceedings of any nature or description, in any jurisdiction, except in the present proceeding, against Plaintiff or its agents or representatives, or any other person for whom Plaintiff is or may be responsible or against any of Plaintiff's property, including the M/V DANNY BRADFORD, to recover damages caused by or resulting from said incident or voyage or in respect of any claim or claims arising out of or resulting from said incident or voyage;

e) This Court in this proceeding will adjudge:

(i) Plaintiff and the M/V DANNY BRADFORD are not liable to any extent for any loss, damage, expense, or injury, nor for any claims whatsoever in any way arising out of or in any consequence of the aforesaid incident, and, therefore, Plaintiff and the M/V DANNY BRADFORD are entitled to a decree of exoneration in this matter;

(ii) If Plaintiff shall be adjudged liable to any extent in the premises, then such liability be limited to the value of Plaintiff's interest in the M/V DANNY BRADFORD following the incident, and that a decree may be entered discharging Plaintiff and the M/V DANNY BRADFORD from all further liability and further enjoining the filing and prosecution of any claim against Plaintiff and/or the M/V DANNY BRADFORD with reference to the matter and happenings recited in this Complaint; and

f) Plaintiff may have such other and further relief as may be just and proper.

THIRD PARTY COMPLAINT

Comes now Plaintiff, by its attorneys and for its Third Party Complaint against Thomas Industrial Coatings, Inc. ("Thomas"), the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, doing business as Metro and/or Bi-State, also known as Bi-State Development Agency ("Metro"), and St. Louis Bridge Construction Company ("Bridge"), under Rule 14(c) of the Federal Rules of Civil Procedure and states on information and belief:

At all material times;

1. The Eads Bridge is a bridge which is located at or near Mile Marker 180 on the Mississippi River, and which spans the river between St. Louis, Missouri and East Saint Louis, Illinois.

2. Metro was an entity created by interstate compact between Illinois and Missouri and was the part-owner of the Eads Bridge.

3. Metro was the party responsible for maintaining the bridge's steel supporting structure.

4. Metro was in the process of performing a rehabilitation project ("Rehabilitation Project") on the Eads Bridge, which included recoating work involving sandblasting and painting of the steel support structure of the bridge ("Recoating Work").

5. Bridge was a corporation duly organized and existing under law, hired as the general contractor in overall charge of the Rehabilitation Project.

6. Thomas Industrial Coatings, Inc. was a corporation duly organized and existing under law, hired to perform the Recoating Work.

7. Metro, Bridge and Thomas owed a duty to vessels using Eads Bridge and their operators, pilots and crews to implement and enforce a safety program that would permit the

Recoating Work to be performed without creating a hazard to the paramount right of vessels to navigate through Eads Bridge and would minimize the danger that the Recoating Work might cause injury to or death of persons and/or damage to passing vessels during vessel transits of the bridge.

8. Metro, Bridge and Thomas owed vessels using Eads Bridge and their operators, pilots and crews an implied warranty that the Recoating Work would be performed in a manner that would not create a hazard to the paramount right of vessels to navigate through Eads Bridge and would minimize the danger that the Recoating Work might cause injury to or death of persons and/or damage to passing vessels during vessel transits of the bridge.

9. Plaintiff Central Contracting was and is a corporation duly organized and existing under law and was the operator of the inland river towboat M/V DANNY BRADFORD.

10. On July 16, 2015 the M/V DANNY BRADFORD was navigating through the Eads Bridge when equipment on top of the vessel contacted some scaffolding which was protruding below the bottom of the bridge's center arch partially obstructing the space reserved for vessel navigation.

11. At said time and place, unbeknownst to the pilot and crew of the M/V DANNY BRADFORD, a worker named James Pigue was performing sandblasting work inside the scaffolding on the Eads Bridge directly above the point where the equipment on top of the DANNY BRADFORD made contact with the scaffolding.

12. James Pigue was not wearing fall protection while performing the work.

13. During the incident, Mr. Pigue fell from the scaffolding and died.

14. During the incident, Central Contracting sustained damage consisting of the loss of certain equipment from the roof of the M/V DANNY BRADFORD and damage to the roof

from the separation of such equipment, which damages presently are established to be in the amount of approximately Fifty Thousand Dollars ($50,000.)

15. The aforementioned incident, fatality and any damages resulting therefrom were caused or contributed to by the fault and negligence of Thomas and/or Metro and/or Bridge and/or other entities and/or their employees by, among other things:

(a) Unlawfully and unreasonably altering the clearance of the Eads Bridge;

(b) Unlawfully and unreasonably obstructing the navigable channel of the Mississippi River;

(c) Unlawfully and unreasonably altering the navigation conditions on the Mississippi River at the location of the Eads Bridge;

(d) Creating a hazard to navigation;

(e) Failure to comply with applicable permits and/or other conditions under which the Rehabilitation Project was to be performed;

(f) Failing to fulfill duty to implement, enforce, supervise and/or provide oversight of adequate safety programs to prevent Rehabilitation Project workers from being injured during vessel transits under the Eads Bridge;

(g) Failing to fulfill duty to warn Rehabilitation Project workers of approaching vessels and/or removing workers from areas of scaffolding which passing vessels could conceivably impact.

(h) Failing to require workers to wear fall protection while working in areas above vessels navigating under the Eads Bridge.

16. The foregoing acts and omissions of Thomas and/or Metro and/or Bridge and/or other entities and/or their employees also breached their implied warranty to perform the Recoating Work in a safe and workmanlike manner.

WHEREFORE, Plaintiff prays that this Court enter judgment in favor of Plaintiff and against Third Party Defendants Thomas Industrial Coatings, Inc., the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, doing business as Metro and/or Bi-State, also known as Bi-State Development Agency, and St. Louis Bridge Construction Company, with such judgment to provide (1) for Third Party Defendants to pay directly any amount the Court finds any claimant(s) in this proceeding is entitled to recover as a result of the incident, and (2) in the event the Court finds claimant(s), or any of them, entitled to recover any amount against Plaintiff, for indemnity or contribution from the Third Party Defendants in proportion to the fault of each such Third Party Defendant, and (3) for payment by Third Party Defendants of the damages incurred by Plaintiff as a result of the incident described in this Third Party Complaint.

Respectfully Submitted,

GOLDSTEIN and PRICE, L.C.
and Douglas E. Gossow (MO #35525)
and Daryl Sohn (MO #24059)
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By:__/s/ Douglas E. Gossow__________
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